

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 | 5/

2. AMENDMENT/MODIFICATION NO.

1

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

N/A

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SEB-SUSA

7. ADMINISTERED BY (If other than Item 6)

CODE

SEB-SUSA

John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

To: Potential Offerors

(V)

9A. AMENDMENT OF SOLICITATION NO.

Prospectus No. 10-94-0019

9B. DATED (SEE ITEM 11)

July 29, 1994

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15a. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15b. CONTRACTOR/OFFEROR

15c. DATE SIGNED

16B. UNITED STATES OF AMERICA

16c. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

The purpose of this Amendment No. 1 is to make corrections in the Prospectus, provide copies of the preproposal conference charts and list of attendees, and to furnish a list of questions received and the Government's official answers. Therefore, the following changes are hereby made in Prospectus 10-94-0019:

1. Page 167 is amended to change the number of copies required for Proposal Volumes V, VI, VII from 10 to 15. The type size requirement amended to delete the "10 pitch" requirement.
2. Page 202 of the Prospectus is replaced to correct a printing error in the last paragraph on the page.
3. Pages 42 and 43 of the Prospectus are amended to specify the cognizant property administration office and add the requirement for annual reporting of Government-Owned/Contractor-Held Property.
4. Pages 3 through 6 of this amendment contain replacement pages for the Prospectus with changes denoted by a line in right margin.
5. Pages 7 through 42 of this amendment contain copies of the viewgraphs presented during the preproposal conference.
6. Pages 43 through 45 of this amendment contain a list of attendees present at the preproposal conference.
7. Pages 46 through 51 of this amendment contain a list of all questions received and the Government's official answers.

1.3.4 Government Property Management System

The Concessioner shall establish and maintain a system to control, protect, preserve, and maintain all Government property at SUSA, and shall comply with provisions of Federal Acquisition Regulation (FAR) Subpart 45.5, "Management of Government Property in the Possession of Contractors" and NASA FAR Supplement Part 18-45, "Government Property," which are hereby incorporated by references and made a part of this contract; however, the Concessioner is not required to use the NASA Equipment Management System (NEMS). For purposes of this Agreement, "contractor" as used in these regulations shall mean "Concessioner" and "contract" shall mean "Concession Agreement."

The Concessioner shall provide, operate, and maintain a Government property inventory control system to identify and track by location and departmental responsibility, all vehicles, equipment, supplies, materials, and unique exhibits furnished to the Concessioner by the Government or purchased with SUSA revenues. The system shall be designed to safeguard all Government property from theft, deterioration, or unauthorized disposition. The inventory control system procedures shall be documented and available for the Contracting Officer's, or authorized representative's, review upon request.

Administration of the Government property will not be delegated to the DOD, but will be performed by the following office:

NASA-Kennedy Space Center
Industrial Property Office
Code: OP-SCO-3
Kennedy Space Center, FL 32899

The KSC Public Affairs Office will retain responsibility over all unique exhibits on display or stored at SUSA. Accountability and maintenance of these items shall be provided by the Concessioner, including maintaining of appropriate, formal, property control records in accordance with FAR 45.5.

The Concessioner shall prepare and submit annually a NASA Form 1018, Report of Government-Owned/Contractor-Held Property, in accordance with 18-45.505-14 and the instructions on the form and in section 18-45.7101 of the NASA FAR Supplement. The Concessioner shall submit an original and three copies of NASA Form 1018 to the property office specified above.

The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted by October 31.

The Concessioner agrees to insert this reporting requirement in all first-tier subcontracts, except that the requirement shall provide for the submission of the subcontractor's reports to the Concessioner, not to the Government. The Concessioner shall require the subcontractors' reports to be submitted in sufficient time to meet the October 31 reporting date.

The Concessioner's report shall consist of a consolidation of the subcontractors' reports and the Concessioner's own report.

1.3.5 Financial Management System

The Concessioner shall provide, operate, and maintain a financial management system to project and track revenue, surcharges, interest/dividends and deposits to individual improvement accounts, special funds or any other accounts negotiated and definitized under this Agreement; costs of sales; operating expenses; and residual revenue. The system's procedures, including all accounting practices and cash controls, shall be documented and made available for the Contracting Officer's, or authorized representative's, review upon request.

The Concessioner shall provide financial reports as required in RRD RE-5.

1.4 LICENSES AND CERTIFICATIONS

The Concessioner shall be responsible for obtaining all required licenses and certifications necessary for the performance of this Concession Agreement in accordance with the provisions of Part I, Article 12.

1.5 PERSONNEL REPORTING

The Concessioner shall furnish personnel strength reports to the Government in accordance with RRD RE-9.

1.6 PHASE OUT

The Concessioner shall plan for the orderly phase out of services and the transition to a new agreement at the expiration of this Agreement. The Concessioner's plan to accomplish phase out activities shall be documented in a Phase Out Plan, prepared in accordance with RRD PL-20.

VOLUME	TITLE	NO. OF COPIES	PAGE LIMIT (Excluding required forms)
I	Executive Summary	20	20
II	Technical Proposal	15	100
III	Management Proposal	15	75
IV	Staffing Plan	20	15
V	Financial Proposal	15	Unlimited
VI	Relevant Experience and Past Performance Proposal	15	25
VII	Other Considerations Proposal	15	25

The offeror is to submit two (2) copies of proposal text on double-sided, high density floppy disks, (5-1/4 inch or 3-1/2 inch) in Microsoft Word format, Version 2.0.

The proposal text shall be printed on 8 1/2" x 11" paper. Except for the Financial Proposal, all volumes must be prepared and submitted using a type size no smaller than 12 point, with one inch margins for the top, bottom and sides of each page. The text should be printed on both sides of the page and each side containing proposal material will be counted as one page. Figures and illustrations shall be legible and no larger than 11" X 17" foldouts, as appropriate for the subject matter. Foldouts are considered part of the page limitations and shall not exceed fifteen for the entire proposal except where necessary for financial forms. Each foldout shall be printed on one side only and shall count as two pages. **ALL PAGES MUST BE NUMBERED.** The Financial Proposal is not page limited; however, it is to be strictly limited to applicable information. Information which can be construed as belonging in one of the other volumes will be so construed and counted against that volume's page limitation.

The offeror should provide a list or chart which relates page and paragraph numbers of the Management and Technical Proposal Instructions to the proposal's page and paragraph numbers responding to the instruction(s).

In order to reduce redundancy in the proposal, the offeror may reference another volume or section in the proposal rather than copy the information in both locations; however, consistency in the logical flow of the subject matter shall be maintained.

F. Financial Proposal Instructions (Volume V)

1. General

Financial proposals shall encompass all income and costs associated with the requirements of the proposed Concession Agreement. Proposals shall comply with Public Law 87-653, Truth in Negotiations Act (10 U.S.C. 2306f), and may use Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS) as guides. Proposals shall be prepared using U.S. dollars for currency.

It is contemplated that a single NASA Concession Agreement will be awarded as a result of this Prospectus. Income and expenses will be managed by the Concessioner and residual revenue earned through operation of the PVP will be subject to a performance fee feature. Period of performance includes a basic period of ten years (May 1995 through April 2005), and an option period of five years (May 2005 through April 2010). The Agreement will be subject to the Service Contract Act of 1965, as amended, and subject to Davis-Bacon wages and fringe benefits on major construction projects. For proposal purposes, major projects are defined as those whose construction amounts to \$200,000 or more.

It is intended that the information contained in this section provide source data to aid in the evaluation of other sections of the proposal.

2. Income and Expense Information

In preparing the financial proposal, offerors are instructed to complete all applicable forms provided herein, and fully substantiate and provide detailed supporting data to explain the basis and rationale for each proposed element of income and expense. All totals should be rounded to the nearest dollar and hour, except Forms A through D which are to the nearest thousand dollar. These instructions are equally applicable to subcontractors who provide on-site staffing to perform Statement of Work requirements on a continuing basis. A separate and complete forms package must be submitted for subcontractors performing Statement of Work requirements on a continuing basis.

The forms included herein are designed to capture two different features of the offeror's proposal. Forms A through L are intended to capture the income and expenses of the day-to-day PVP operations. Any capital investment proposed under Enclosure 5, Part 1, Article 5.C.2.c or d, or Article 5.C.2.b in an account without any type of revenue generating feature, shall be identified as supplemental data and include the date of investment, a description of the investment, and recoupment of any principal or return on investment identified on Forms A through L. For any projects contemplated with Concessioner

PREPROPOSAL PRESENTATION
CHARTS

PAGES 7 thru 42

PRE-PROPOSAL CONFERENCE ATTENDEES

AUGUST 12, 1994

SPACEPORT USA CONCESSION AGREEMENT

PROSPECTUS #10-94-0019

COMPANY

American Consulting Service (ACS)
Melbourne, FL

Amfac Resorts, Inc.
Flagstaff, AZ

ARA Leisure Services
Philadelphia, PA

Bamsi, Inc.
Titusville, FL

The Bionetics Corporation
Cocoa Beach, FL

Coleman Research Corporation
Fairfax, VA

REPRESENTATIVES

Frank Ruggieri
Gary Potter
Bill Allen

Dan Lawrence

Terry Bichsel
Kirk Dupre
Mike Bambara
Charles Willis

James L. Barfield

Dr. Joseph Stern
Kenneth Baird
Arnold Richman
Charles Hollinshead
Charles Biggs
Joe Eckhoff
Henry Paul
John Schlatter
Tom Blair
Bob Ferguson

Phil Holden
Dennis Mistoler

PRE-PROPOSAL CONFERENCE ATTENDEES (continued)

AUGUST 12, 1994

SPACEPORT USA CONCESSION AGREEMENT

PROSPECTUS #10-94-0019

<u>COMPANY</u>	<u>REPRESENTATIVES</u>
Delaware North Buffalo, NY	William Bissett Tom Keon Michael Ralph Tim Green Hank Trimm Chris Herin Dave Levea
Edwin Schlossberg, Inc. New York, NY	Edwin Schlossberg John Branigan Jeanne Perin
Executive Advantage Satellite Beach, FL	Pat Kennedy
FLK Engineering & Marketing Melbourne, FL	Frederick L. Knebel
GCAS West Palm Beach, FL	William Kaufman
Jenko Services Cocoa, FL	Leroy Smith
Johnson Controls Cape Canaveral, FL	Gary E. Hammond Pat Carroll Steven A. Painter Bill Allen Donna A. Clement
Lohse Associates, Inc. Cocoa, FL	Bill Lohse

PRE-PROPOSAL CONFERENCE ATTENDEES (continued)

AUGUST 12, 1994

SPACEPORT USA CONCESSION AGREEMENT

PROSPECTUS #10-94-0019

COMPANY

Ogden Government Services
Arlington, VA

Pegasus Group, Inc.
Jupiter, FL

TW Recreational Services, Inc.
Kennedy Space Center, FL

United Service Associates, Inc. (USAI)
Titusville, FL

Walt Disney World Company
Lake Buena Vista, FL

REPRESENTATIVES

Joeseeph P. DeFelice
Beth R. Foreman

Jim Finucane
Joseph McKenna

Tom Anderson
D. L. Hennessy
Steve Ziegler
Blain Nelson
D. L. Stroman
Debbie Bass

William Richards
Clyde Pennington
Stuart Morse

Dick Wiedenbeck

1. **Question:** SOW 4.4.2 "New Operation of Public Tours" no longer includes reference to the newly constructed KSC Space Station Processing Facility, as it did in the Draft Prospectus. Does this mean that NASA does not intend to permit public visits to this important future operational KSC facility? Please clarify.

Answer: No, references to future tour stops were removed to allow proposers an opportunity to develop concepts for future operations. However, no Space Station Processing Facility viewing area exists at this time.

2. **Question:** The introduction to the Key Personnel Work Experience form (KP-3), shown on Solicitation page 191, states: "Do not submit work experience prior to 1984". In view of the Government's expectations for the future of the PVP and SUSA which will require a well-qualified, well-experienced key personnel team, shouldn't this date be extended back to at least 1970?

Answer: No.

3. **Question:** Recommend that the 10 pitch/12 point type size requirement on page 167 be changed to simply 12 point type to allow for the use of standard proportional pitch word-processing fonts.

Answer: The Prospectus will be modified to incorporate this change.

4. **Question:** Can we assume the 12 point type size requirement (page 167) is limited to text presentation and that we can use smaller type size in graphics, charts, tables, etc.?

Answer: Yes. However, all proposal data must be clearly legible.

5. **Question:** Calendar year 1994 attendance projected to year end will be 20% down and 1993 was down 12% from 1992. Has NASA determined specific or speculated reasons for this trend and formulated plans to reverse it?

Answer: No.

6. **Question:** Our research indicates a desire by the visiting public to have a more tangible and memorable experience at KSC. A simulated lift off or the ability to participate in or at least view a weightless chamber in action are the most suggested. Is NASA receptive to such bold new concepts?

Answer: NASA encourages innovative concepts that tell the NASA story and meet the needs of the visiting public.

7. **Question:** Does the possibility exist for active Astronauts to be involved in educational programs for the public such as regularly scheduled question and answer sessions?

Answer: Training activities for active Astronauts normally preclude their involvement in such activities.

8. **Question:** It is noted that the new Concessioner would be responsible for bus yard environmental clean up but released from liability for existing condition. Is the EPA currently or proposed to be involved?

Answer: The new Concessioner will not be responsible for funding , management or implementation of the clean up of the existing hydrocarbon contamination site at the bus maintenance facility, (ref. Enclosure 2, paragraph 1.2.3). The new Concessioner will not be liable for existing conditions, but must accommodate the clean up effort conducted by the Government. For this particular activity, the EPA is involved in an oversight role, with the review and approval authority lying with Brevard County.

9. **Question:** Actual artifacts from Space travel seem at a minimum. Is there availability of more to dress up any proposed new exhibits?

Answer: At this time, there is a very limited supply of space artifacts available. NASA and the Concessioner continually search for any available space artifacts.

10. **Question:** Is it considered advantageous to have past or present NASA contracting experience or to be affiliated with a familiar NASA provider of services?

Answer: No.

11. **Question:** Enclosure 5, Article 10 B - C stipulates a non-exclusive Agreement. Is this point negotiable? If not, can defined limited parameters be established?

Answer: The requirement for a non-exclusive agreement is firm. However, since it is not the Government's intent to establish competing services and capabilities, any defined limited parameters proposed will be considered on a case by case basis.

12. **Question:** Is it mandated that employee benefits/seniority be maintained and that liability be assured (sic) by the new Concessioner or is it at liberty to hire or re-hire as deemed prudent?

Answer: NASA does not direct hiring of personnel. Requirements regarding employee benefits can be found in Enclosure 3, instructions for Form L; Enclosure 5, Article 29; and the wage determination in Enclosure 5, Part IV of the Prospectus.

13. **Question:** Paragraph a.(2), page 181, last phrase of the third sentence states: "... schedules and phasing through the term of the Agreement." Elsewhere in the Solicitation reference is made to the 10 year term and the 15 year (basic plus option) term. Which term of the Agreement does the page 181 reference refer?

Answer: As used on page 181, paragraph a.(2) of the Prospectus "Term of Agreement" refers to the basic period plus the option period.

14. **Question:** Reference paragraph 4.a. page 247 - For non-union sponsored pension plans, will the Government provide a description of the incumbent's pension plan to include vesting, Company matches, investment choices, eligibility, etc.?

Answer: No.

15. **Question:** Reference paragraph 4.b. page 247 - For non-union sponsored medical plans, will the Government provide a description of the incumbent's medical plan(s), to include eligibility and plan design, etc.?

Answer: No.

16. **Question:** Reference paragraph 4.c. page 247 - Is the incumbent's sick leave billed to the Government at time of accrual or when used?

Answer: The Government is never billed for the incumbent's sick leave; sick leave is charged as an operating expense in accordance with the Concessioner's accounting policies and procedures.

17. **Question:** Reference paragraph 2.d., page 247 - Is the Government seeking minority/female utilization data on: (1) our current Company-wide business activities; (2) our Florida-wide business activities; or (3) as envisioned at SUSA?

Answer: All of the above.

18. **Question:** Can you explain in exhibit format the computation of net residual revenue?

Answer: Form BB in the Financial Proposal instructions, Enclosure 3, identifies residual revenue in exhibit format.

19. **Question:** Ref. page 41: Are the current Management Information Systems that are in use adequately satisfying the "proposal" requirements for systems?

Answer: Since the Prospectus requirement for a Management Information System does not exist in the current Concession Agreement, it is anticipated that current hardware and operating systems may not fully satisfy Prospectus requirements.

20. **Question:** What is the average monthly retail inventory level in cost dollars?

Answer: Precise figures are not available. Offerors are referred to exhibit 1 for annual souvenir sales figure. Under the current Concession Agreement, the allowable cost of goods sold is 46% of retail price. Therefore, the average value of monthly retail inventory sold can be estimated. The average monthly value of unsold inventory is considered proprietary.

21. **Question:** Has a list been compiled of significant Concessioner-owned items that are necessary for daily operations, such as mechanics tools in the bus garage? Is there a buy-back/buy-out agreement in place and how will procurement or replacement of such items be funded?

22. **Question:** Do you have an estimate of the combined dollar amount of present Concessioner-owned equipment and inventory that would be purchased in-place to continue operations as is?

Answer for Questions 21 & 22: There is no firm requirement for purchase of present Concessioner inventory or equipment. Refer to Enclosure 1, Part 2, paragraph G for arrangements between the incumbent and any successor. To the Government's knowledge, there is no Concessioner-owned equipment necessary to be purchased to satisfy Prospectus requirements. The value of the incumbent's inventory at the time of transition is considered proprietary and cannot be projected. Bus mechanic hand tools referenced above are not Concessioner-owned, but are employee-owned.

23. **Question:** Will the Contractor have access to the production facilities located in the Headquarters Building for video productions for SUSA?

Answer: No

24. **Question:** What software (brand name) is used for inventory and point of sale terminals; will that software be furnished to the new Concessioner?

Answer: Refer to Enclosure 6, Exhibit 7, page 462 for software in use. All software in use will be made available to the new Concessioner.

25. **Question:** What specific computer hardware and software will be furnished to the new Concessioner?

Answer: All software currently in use will be made available to the new Concessioner (Ref. Enclosure 6, Exhibit 7). All Government-furnished property is listed in Enclosure 6, Exhibit 18.

26. **Question:** Who is responsible for existing computer equipment and networks?

Answer: The Concessioner.

27. **Question:** In the second paragraph on page 168 of the Proposal Preparation Instructions, the Government states: "Proposals shall be clearly responsive to the requirements of the Prospectus . . ." This statement appears to be somewhat in conflict with the following statement in section H on page 170: "1. The Government reserves the right to waive informalities and minor irregularities in the offers received." Please clarify.

Answer: The "requirements of the prospectus" talk to "substantive" requirements. "Informalities and minor irregularities" are those that the SEB considers to be other than "substantive" matters.

28. **Question:** Page 511: Are the additional commitments of \$2.8M and \$.5M that are anticipated prior to 5/1/95 going to be fully funded prior to the transition date?

Answer: Yes.

29. **Question:** Is the Space Dot Ice Cream operator a subcontractor or just a vendor and what is the term of the Agreement?

Answer: A TWRS vendor with term unknown.

30. **Question:** Is the HVAC equipment on a preventive maintenance program with an outside subcontractor, or is it performed in-house?

Answer: In-house.

31. **Question:** Please explain how "facilities," "Exhibits," and "Transportation" funding has changed from the prior Concessioner contract.

Answer: Facilities funding under the current Concession Agreement has come from a combination of operating revenue, used to amortize Concessioner investment and the SIA.

Exhibits funding currently comes from a combination of operating revenue and the SIA. An amount of operating revenue equal to 3% of the prior year's total revenue is earmarked for exhibits, including associated labor and maintenance. Major exhibits projects have been funded from the SIA.

Transportation funding for the current Concession contract comes from operating revenue.

The fixed amounts in the Prospectus for each of the funds is based on amounts which have been experienced in recent years.

32. **Question:** Does the parking lot overflow at times? Where is additional parking? Any future expansion plans?

Answer: Yes, during peak attendance period. Overflow parking is currently accommodated on unpaved areas adjacent to the lot. Future expansion, if projected to be necessary, may be proposed by the Concessioner and baselined in the Master Plan.

33. **Question:** Is leave for non-exempt incumbent employees based on seniority alone?

Answer: Incumbent employees' leave is based on the current Concessioner's leave policy. Specifics may be obtained through interviews with incumbent employees.

34. **Question:** What are the benefits for the exempt and non-exempt incumbent non-union employees? Are they the same as for the union personnel? How many are there in this category?

Answer: Benefits for incumbent personnel are typically obtained through interviews with incumbent personnel. There are 13 non-exempt personnel, as identified on the Notice of Intent to Make a Service Contract on page 392. The number of exempt personnel are not separately identified; however, total staffing levels are included in Enclosure 6, Exhibit 20.